

EXHIBIT “C”

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
:
LEHMAN BROTHERS HOLDINGS INC., *et al.* : Case No. 08-13555 (JMP)
:
Debtors. : (Jointly Administered)
:
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AFFIDAVIT OF MICHAEL W. HARRIS

I, Michael W. Harris, being duly sworn under oath, depose and say as follows:

1. I am a Managing Director of the Structured Products Group of PFM Asset Management LLC (“PFMAM”), an investment advisory firm with offices located throughout the United States. I am over 18 years old and am competent to provide testimony regarding the matters addressed herein.

2. PFMAM is a leading provider of independent investment advisory services. Among other things, PFMAM’s Structured Products Group advises municipal issuers with respect to interest rate swaps, forward-delivery agreements, guaranteed investment contracts (“GIC”), and advance refunding escrow portfolios.

3. PFMAM has the technical capability to independently model and accurately price derivative products. The Structured Products Group typically prices numerous GICs, swaps and refunding escrows each month.

4. Both PFMAM and I have extensive experience developing and implementing investment and asset/liability management strategies, and in the structuring and procurement of financial products on both the asset and liability sides of municipal balance

sheets. Since 2000, I have been responsible for the placement of nearly \$70 billion of financial products.

5. I submit this Affidavit in connection with the Motion of The Pennsylvania Convention Center Authority For: (A) Determination That Automatic Stay Does Not Prevent Termination of Reserve Fund Agreement; or (B) In the Alternative, Relief From the Automatic Stay to Terminate Reserve Fund Agreement (the "Motion"). Unless the context indicates otherwise, capitalized terms used herein but not defined shall have the meanings set forth in the Motion.

6. The Pennsylvania Convention Center Authority (the "Authority") has requested PFMAM to determine the "termination value" of the Reserve Fund Agreement. Such "termination value" is the amount the Authority would have to receive from, or pay to, a hypothetical third party for that third party to step into the shoes of Lehman Brothers Special Financing ("Special Financing") and perform Special Financing's contractual obligations under the Reserve Fund Agreement. If the Authority would have to pay consideration to a hypothetical third party to enter into this transaction, the contract would be considered "out of the money" as to Special Financing and Special Financing would owe the Authority the termination amount.

7. Under the Reserve Fund Agreement, Special Financing has an obligation to deliver selected Qualified Securities every six months that provide a 6.75% annual return to the Authority. This rate is well above any currently available market rate of interest for Eligible Securities and a hypothetical third party would thus require a payment by Special Financing to fulfill Special Financing's obligations.

8. PFMAM personnel, under my direct supervision, calculated the "termination amount" with respect to the Reserve Fund Agreement as of November 18, 2008.

These calculations indicate that the Reserve Fund Agreement was "out of the money" as to Special Financing by approximately \$5.06 million as of such date. Thus, upon termination of the Reserve Fund Agreement, Special Financing would owe the Authority \$5.06 million as of November 18, 2008. Phrased differently, a hypothetical third party would require a \$5.06 million advance payment in order to provide the Authority with the financial benefits of the Reserve Fund Agreement.

Dated this 18 day of November, 2008


Michael W. Harris
PFM Asset Management LLC
One Keystone Plaza, Suite 300
Harrisburg, PA 17101

Subscribed and Sworn to Before Me
this 18 day of November, 2008


Darlene Statton
Notary Public

My Commission Expires:

